

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM365217

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halco Lighting Technologies, LLC		11/24/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	1155 Peachtree Road, N.E., Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1325605	HALCO	
Registration Number:	1859613	PRISM	
Registration Number:	2237444	PROLUME	
Registration Number:	3051687	HALOXEN	
Registration Number:	3187983	ECO-SHIELD	
Registration Number:	3279173	PURELITE	
Registration Number:	2386236	HALCO	
Registration Number:	3278609	PROLUME	
Registration Number:	3279186	ULTRALIFE	
Registration Number:	3377989	WHERE THERE'S LIGHT, THERE'S HALCO	
Registration Number:	3423451	PROLUME	
Registration Number:	3423538	HLT	
Registration Number:	3427566	HALCO LIGHTING TECHNOLOGIES	
Registration Number:	3427567	HLT HALCO LIGHTING TECHNOLOGIES	
Registration Number:	3432018	PROFORMANCE	
Registration Number:	3528061	PROLED	
Registration Number:	3794712	COVERSHIELD	
Registration Number:	3918126	SOLLOS	
Registration Number:	4339246	XIR	
TRADEMARK			

CH \$490.00 1325605

CORRESPONDENCE DATA**Fax Number:** 4048738501

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-870-5617**Email:** susan.lake@agg.com**Correspondent Name:** Susan Lake, Paralegal**Address Line 1:** 171 17th Street, NW**Address Line 2:** Arnall Golden Gregory**Address Line 4:** Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER:	14686-203
NAME OF SUBMITTER:	Susan Lake
SIGNATURE:	/Susan Lake/
DATE SIGNED:	12/09/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 24, 2015, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of November 24, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HALCO LIGHTING TECHNOLOGIES, LLC
a Delaware limited liability company

By:  (SEAL)

Name: Baris Civelek

Title: Vice President

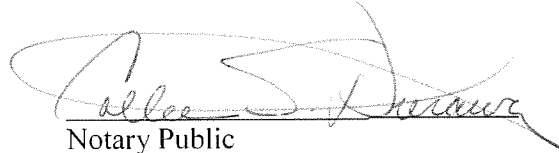
[Trademark Security Agreement]

TRADEMARK
REEL: 005685 FRAME: 0519

ACKNOWLEDGMENT OF GRANTOR

State of New York)
)ss.
County of Erie)

On this 24th day of November, 2015 before me personally appeared Baris Civelek, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HALCO LIGHTING TECHNOLOGIES, LLC, who being by me duly sworn did depose and say that he is a Vice President of said company, that the said instrument was signed on behalf of said company as duly authorized and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public

[NOTARIAL SEAL]

CHRISTEN S. DUNN
Notary Public, State of New York
Qualified in Erie County
NO. 01DU4028367
Exp. 12/31/2018

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

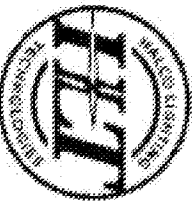
By: V. N. Desai
Name: Vinay Desai
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner	Registration/ Serial No.	Registration/ Filing Date	Jurisdiction
HALCO	Halco Lighting Technologies, LLC	1325605	03/19/1985	USA
PRISM	Halco Lighting Technologies, LLC	1859613	10/25/1994	USA
PROLUME	Halco Lighting Technologies, LLC	2237444	04/05/1999	USA
HALOXEN	Halco Lighting Technologies, LLC	3051687	01/24/2006	USA
ECO-SHIELD	Halco Lighting Technologies, LLC	3187983	12/19/2006	USA
PURELITE	Halco Lighting Technologies, LLC	3279173	08/14/2007	USA
halco	Halco Lighting Technologies, LLC	2386236	09/12/2000	USA
PROLUME	Halco Lighting Technologies, LLC	3278609	08/14/2007	USA
ULTRALIFE	Halco Lighting Technologies, LLC	3279186	08/14/2007	USA
WHERE THERE'S LIGHT, THERE'S HALCO	Halco Lighting Technologies, LLC	3377989	02/05/2008	USA
PROLUME	Halco Lighting Technologies, LLC	3423451	05/06/2008	USA
HLT	Halco Lighting Technologies, LLC	3423538	05/06/2008	USA

Mark	Owner	Registration/ Serial No.	Registration/ Filing Date	Jurisdiction
HALCO LIGHTING TECHNOLOGIES	Halco Lighting Technologies, LLC	3427566	05/13/2008	USA
	Halco Lighting Technologies, LLC	3427567	05/13/2008	USA
PROFORMANCE	Halco Lighting Technologies, LLC	3432018	05/20/2008	USA
PROLED	Halco Lighting Technologies, LLC	3528061	11/04/2008	USA
COVERSHIELD	Halco Lighting Technologies, LLC	3794712	09/29/2009	USA
SOLOS	Halco Lighting Technologies, LLC	3918126	02/08/2011	USA
XIR	Halco Lighting Technologies, LLC	4339246	05/21/2013	USA
PROLED	Halco Lighting Technologies, LLC	TMA840537	1/17/2013	Mexico

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.